

AMENDMENT _____
to the
INTERCONNECTION AGREEMENT –ILLINOIS
by and between
AMERITECH ILLINOIS
AND
NEXTLINK ILLINOIS, INC.

The Interconnection Agreement (“the Agreement”) by and between Ameritech Illinois (“Ameritech”) and NEXTLINK Illinois, Inc. (“CLEC”), executed September 10, 1997, and approved by the Illinois Commerce Commission on February 19, 1998 is hereby amended as follows:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 Section 29.3 to the Agreement is amended by replacing the entire section with the following:

29.3 Intervening Law. This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Illinois Commerce Commission. In the event that any of the rates, terms and conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be

resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

1.2 Add the following Section 29.6 to the Agreement as follows:

29.6 Reservation of Rights Relating to UNEs. Ameritech's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which

become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

1.3 Schedule 1.2 to the Agreement is amended by adding thereto in alphabetical order the following:

SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, the Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin. As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SBC-12STATE – As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

SNET – As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.4 Schedule 1.2 to the Agreement is also amended by replacing the definition of “Local Loop Transmission” or “Loop” with the following:

“Local Loop Transmission” or “Loop” is, pursuant to applicable FCC rules, a local loop unbundled network element that is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises.

1.5 Schedule 9.2.1 is amended by replacing the entire schedule with the following language:

1. Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame(or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop network element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
2. The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):

2.2.1 2-Wire Analog Loop

2.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

2.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within

two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

2.2.2 4-Wire Analog Loop

2.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

2.2.3 2-Wire Digital Loop

2.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

2.2.4 4-Wire Digital Loop

2.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

2.2.5 DS3 Digital Loop

2.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

3. Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with **SBC-13STATE**'s processes implementing the Supplemental Order.

1.6 Schedule 9.2.2 to the Agreement is amended by replacing that entire schedule with the following language:

1. The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE's** distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC- 13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
2. **SBC-12STATE** will permit CLEC to connect its local loop facilities to End User's premises wiring through **SBC-12STATE's** NID, or at any other technically feasible point.
3. CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE** at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.
4. With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE's** NID where necessary.
5. The **SBC-12STATE** NIDs that CLEC uses this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
6. CLEC shall not attach to or disconnect **SBC-12STATE's** ground. CLEC shall not cut or disconnect **SBC-12STATE's** loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

1.7 Add language in Schedule 9.2.3 as follows:

- 1.1 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each and "exception Territory") with respect to which **SBC-13STATE** can

demonstrate that, as of the date on which CLEC receives notice (the “Exception Notice Date”), **SBC-13STATE** has satisfied each of the following conditions.

- (1) A territory shall constitute an “exception Territory” if it constitutes the services area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 Mass. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 (“UNE Remand Order”); and
- (2) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.
 - (a) In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.
 - (b) Nothing in this Section 9.2.3 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-STATE** may exercise its rights under this Section.

1.8 Add the following language to Section 1.0 of Schedule 9.2.4:

- 1.1.1 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network.

1.9 Add the following language to the end of Section 2.0 of Schedule 9.2.4:

[**SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network.]

1.10 Add a new schedule: Schedule 9.2.7 – SUB-LOOP ELEMENTS with the following language:

1. **SBC-13STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

a. A sub-loop unbundled network element is an existing spare portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

b. CLEC may request access to the following sub-loop segments:

<u>FROM:</u>	<u>TO:</u>
1. Main Distributing Frame	Remote Terminal
2. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
3. Main Distributing Frame	Terminal
4. Remote Terminal	Serving Area Interface or Feeder Distribution Interface
5. Remote Terminal	Terminal
6. Remote Terminal	Network Interface Device
7. Serving Area Interface or Feeder Distribution Interface	Terminal
8. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
9. Terminal	Network Interface Device
10.NID	Stand Alone
11.*SPOI (Single Point of Interface)	Stand Alone

*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

2. The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate rates for the engineering and other associated costs performed will be charged. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering sub-loop facilities. Spare sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis. Sub-loop inquiries do not serve to reserve sub-loop(s).
3. Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case –by-case basis. Should additional rights of way be required to accommodate CLEC’s access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will have the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops.
4. Sub-loops are provided “as is” unless CLEC requests loop conditioning on xDSL Sub-loops for the purpose of offering advanced services. xDSL sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
5. Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements of service.
6. The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.
7. Access to sub-loop will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sun-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of

this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“in the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

1.11 Add new Schedule: Schedule 9.2.8 – PACKET SWITCHING with the following language:

1. **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:
 - a. **SBC-13STATE** has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - b. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
 - c. **SBC-13STATE** has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR§ 51.319 (b); and
 - d. **SBC-13STATE** has deployed packet switching capability for its own use.

1.12 Add new schedule: Schedule 9.2.9 – DARK FIBER with the following language:

1. In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.
 - a. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 2a and 3a, below.
2. Interoffice Dark Fiber
 - a. **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the fibers terminate.
3. Loop Fiber
 - a. **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.
 - b. **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:
 - (i) the serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or
 - (ii) a remote terminal/CEV/Hut and an end user customer premise.
 - c. At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One .

- d. At remote terminals, CEVs and HUTs, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.
4. Spare Fiber Inventory Availability and Condition
 - a. All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE's** forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than 25% of the spare dark fiber contained in the requested segment.
5. Determining Spare Fibers:
 - a. **SBC-12STATE** will inventory and track spare dark fibers. Spare fibers do not include the following:
 - (i) Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:
 - Cables with 24 fibers and less: two maintenance spare fibers
 - Cables with 36 and 48 fibers: four maintenance spare fibers
 - Cables with 72 and 96 fibers: eight maintenance spare fibers
 - Cables with 144 fibers: twelve maintenance spare fibers
 - Cables with 216 fibers: 18 maintenance spares
 - Cables with 288 fibers: 24 maintenance spares
 - Cables with 432 fibers: 36 maintenance spares
 - Cables with 864 fibers: 72 maintenance spares.
 - (ii) Defective fibers
 - (iii) **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.
 - b. The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

- c. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.
6. Quantities and Time Frames for ordering Dark Fiber:
- a. The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. (See definition of spare facilities set forth in Sections 2a and 3a above.)
 - b. If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing once rates have been established. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC-12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.
 - (i) If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-12STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.
 - c. Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 4b.
7. Right of Revocation of Access to Dark Fiber

- a. Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.
 - b. SBC-12STATE may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, SBC-12STATE must demonstrate to CLEC that the dark fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.
- 8. Access Methods specific to Dark Fiber
 - a. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.
- 9. Installation and Maintenance for Dark Fiber
 - a. SBC-12STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1X2, 90-10 optical splitter) to the CLEC equipment.

1.13 Add new Schedule: Schedule 9.2.10 – RECONFIGURATION with language as follows:

- 1. SBC-13STATE will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with Supplemental Order released by the FCC on November 24, 1999 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) and with SBC-13STATE's processes to implement that Order, as set forth on the CLEC website.

1.14 Add Appendix DSL and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment "A")

1.15 Add Pricing Table regarding UNE Remand and DSL and update List of Schedules in the Table of Contents to reflect this addition. (See Attachment "B")

2.0 MISCELLANEOUS

- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- 2.3 In accordance with the settlement agreement date May 23, 2000 between the parties, this Amendment shall be effective as of June 1, 2000. And shall be filed with and subject to the approval by the Illinois Commerce Commission (IL-CC).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by Ameritech Illinois, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

NEXTLINK Illinois, Inc

**SBC Telecommunications, Inc.
as agent for Ameritech Illinois**

By: _____

By: _____

Title: _____

Title: President - Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Illinois does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Sections 29.3 of the Interconnection Agreement between NEXTLINK Illinois, Inc. and Ameritech Illinois.